

9-18-00

00PL129

AGREEMENT FOR CATRON BOULEVARD IMPROVEMENTS
PROJECT AND ARROWHEAD BASIN
DETENTION POND PROJECT

This Agreement is made and entered into by the City of Rapid City, a municipal corporation, hereafter called the "City", and Rushmore Car Wash, Inc., hereafter called "Developer".

RECITALS

WHEREAS, the City has determined that additional improvements, including a drainage basin, need to be constructed adjacent to Catron Boulevard; and

WHEREAS, the owner/developer of certain property desires to develop certain property legally described as:

The North Half of the Northeast Quarter of the Northwest Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$); the Southeast Quarter of the Northeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$); the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$), less Lots One (1) and Two (2); the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$), less Lots H1, H2, and P1 of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$), all in Section Twenty-Seven (27), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Pennington County, South Dakota; and

The North Half of the Northwest Quarter of the Southwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$), less Lots H1 and H2; the South Half of the Southwest Quarter of the Northwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$), less Lot H1; the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$), less Lot H2; the South Half of the Northwest Quarter of the Southwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$), less Lots H1 and H2; the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), less Lot H1 and Lot P1, all in Section Twenty-two (22), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Pennington County, South Dakota;

and

WHEREAS, the owner/developer acknowledges that certain subdivision improvements are required as a condition of developing this property; and

WHEREAS, the City and Developer desire to cooperate in order to complete these improvement projects hereafter called the "Catron Boulevard Improvements Project" and the "Arrowhead Basin Detention Pond Project"; and

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WHEREAS, the parties hereto desire to enter into this agreement to set forth the terms and conditions under which the City and Developer will share in the funding of improvements for the Catron Boulevard Improvements Project and the Arrowhead Basin Detention Pond Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein set forth, it is agreed as follows:

CATRON BOULEVARD IMPROVEMENTS PROJECT

1. Scope of Catron Boulevard Improvements Project:

The parties agree that the project entitled "Catron Boulevard Improvements Project" will encompass improvements to Catron Boulevard from Sheridan Lake Road east for approximately fifteen hundred (1,500) feet, consisting of construction of curb and gutter on both sides, a fourth driving lane plus a turning lane, sidewalk, and bike path.

2. Construction of Catron Boulevard Improvements Project:

The parties agree that the City shall construct the entire project by September 1, 2001, in accordance with applicable City construction criteria and requirements. The City agrees to allow the Developer to review the plans and specifications for the project prior to the City advertising for bids. The parties have estimated the costs of the separate constituent parts of the entire project, inclusive of design fees, and have agreed as to the apportionment of costs between the City and Developer. (See attached Exhibit A)

3. Developer's Responsibilities:

Developer agrees that it will pay the City for the following improvements included in the Catron Boulevard Improvements Project:

A. All curb and gutter on both sides of Catron Boulevard (approximately 3,000 lineal feet total) as determined necessary by the City; if less than 3,000 feet of curb and gutter is required, Developer will reallocate the reduction in construction costs to fund other improvements. For the purposes of calculating costs to be reallocated, the Developer's total costs will be based on the City's bid unit costs for a total of 3,000 feet of curb and gutter.

B. All sidewalks on both sides of Catron Boulevard;

C. Half the embankment and grading along Catron Boulevard;

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- D. All driveway approaches and street intersections along Developer's property as above-described;
- E. All street lights, traffic signs, and street signs at new street intersections;
- F. Proportionate share of design engineering based on the Developer's share of subdivision improvements;
- G. Construction inspection fees as set forth in the City's Subdivision Ordinance and based on the improvements listed above;
- H. Construction of 1,000 feet of 8 feet wide turning lane, including asphalt concrete paving and granular base course, in locations to be determined by the City and based on Developer's land use plans.

At a future date and exclusive of this project, Developer also agrees that it will pay for traffic signal improvements at intersections with Catron Boulevard, if required based on recommendations of a Traffic Impact Study, which study will be conducted at Developer's expense.

4. City's Responsibilities:

The City will pay for all the remaining portions of the Catron Boulevard Improvements Project, including but not necessarily limited to:

- A. Pavement and base course for the fourth lane;
- B. Sidewalk width in excess of five (5) feet;
- C. All relocations of existing street lights, traffic signals, and related appurtenances, fire hydrants, guard rail, and other miscellaneous items;
- D. Extensions and/or modifications to existing drainage pipes and rip-rap;
- E. Half the embankment and grading along Catron Boulevard.

ARROWHEAD BASIN DETENTION POND PROJECT

5. Scope of Project:

The parties agree that the Arrowhead Basin Detention Pond, Element 302 (modified) construction will consist of construction of a detention pond with a capacity of approximately fifty (50) acre feet, consisting of earthen embankment, concrete outlet structure, overflow spillway, rip-rapping, and revegetation. The parties have estimated the costs of the entire project, inclusive of design fees, and have agreed as to the apportionment of costs between the City and Developer. (See attached Exhibit B)

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6. Costs of Arrowhead Basin Detention Pond Project, Element 302 (modified):

The parties agree that the City will pay for seventy-five percent (75%) of all project costs and the Developer will pay for twenty-five percent (25%) of all project costs.

7. Developer's Responsibilities:

Developer shall convey to the City at no cost to the City sufficient land to accommodate the construction of the Arrowhead Basin Detention Pond, Element 302 (modified). Developer shall convey the property to the City by good and sufficient warranty deed, free and clear of all liens and encumbrances. The Developer will also provide a drainage report and construction plans for the City's review and approval. The City will allow vacation of portions of major drainage easements on the Developer's property on the north side of Catron Boulevard, if the drainage report documents that excess drainage easement exists.

8. City's Responsibilities:

The City will construct the Arrowhead Basin Detention Pond Project, Element 302 (modified) in accordance with applicable City construction criteria and requirements. In addition, the City will waive drainage basin fees for the Developer's property, which is approximately one hundred ninety-three (193) acres and legally described as follows:

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-seven (27), less Sheridan Lake Road right of way, and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-two (22), less Sheridan Lake Road right of way and Catron Boulevard right of way, and all the unplatted portions located south of Catron Boulevard located in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-two (22), all in Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Pennington County, South Dakota.

9. Amendment of Future Land Use Plan:

The City will consider amendments to the Future Land Use Plan to designate the future land use as office commercial along the south side of Catron Boulevard east of the currently zoned General Commercial property in return for a reduction in the amount of general commercial zoned property located adjacent to Sheridan Lake Road.

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10. Drainage Report:

The Developer agrees to deliver to the City the final drainage report and sixty-five percent (65%) construction plans for the Arrowhead Basin Detention Pond, Element 302 (modified) by November 15, 2000; ninety-five percent (95%) construction plans and specifications and one hundred percent (100%) construction plans and specifications within twenty (20) days of receipt of the City's review comments for each submittal.

11. Security for Repayment:

Developer agrees to reimburse the City for his share of each project within thirty (30) days of receiving notice from the City that each project is substantially complete. In order to assure the City payment of Developer's share of the Catron Boulevard Improvements and Arrowhead Basin Detention Pond Projects, Developer shall provide the City with a bank secured Letter of Credit. The Letter of Credit will be provided immediately before the City's construction of the project or at the time of the final plat approval for each of the portions platted, whichever occurs first.

12. Further Assurances:

The parties agree to execute such other and further documents and instruments, not inconsistent herewith, as may be reasonably necessary to accomplish the intent and purpose of this Agreement.

13. Modifications:

This Agreement may be amended only by a written agreement of the parties hereto.

14. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

Dated this 18 day of September, 2000.

CITY OF RAPID CITY

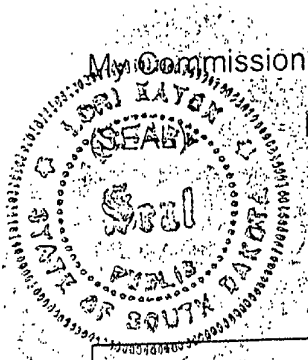
BY: Jim Shaw
Jim Shaw, Mayor

State of South Dakota)
) SS.
County of Pennington)

On this the 3rd day of October, 2000, before me, the undersigned officer, personally appeared Jeff Bendt, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lou Eaton
Notary Public, South Dakota



My Commission Expires:
My Commission Expires
May 2, 2004

Prepared By: CITY ATTORNEY'S OFFICE

ESTIMATED COSTS FOR URBAN ROADWAY SECTIONS ON CATRON BLVD

Item	Units	Unit Cost	Northside w/ bikepath		Southside w/ SW	
			Quantity	Cost	Quantity	Cost
Mobilization	LS	LS	1	\$ 25,000.00	1	\$ 15,000.00
Traffic Control	LS	LS	1	\$ 15,000.00	1	\$ 10,000.00
Sawcut Asphalt	LF	\$ 2.25	200	\$ 450.00	1500	\$ 3,375.00
Remove Asphalt	SF	\$ 4.00	2000	\$ 8,000.00	15000	\$ 60,000.00
Rem & Reset Guiderail	LF	\$ 5.00	500	\$ 2,500.00	200	\$ 1,000.00
Rem & Reset Light	EA	\$ 1,250.00	2	\$ 2,500.00	0	\$ -
Install Street Light	EA	\$ 2,500.00	5	\$ 12,500.00	0	\$ -
Box Culvert Extension	LS	LS	1	\$ 25,000.00	0	\$ -
Embankment	CY	\$ 15.00	2000	\$ 30,000.00	500	\$ 7,500.00
Basecourse	Ton	\$ 12.00	600	\$ 7,200.00	100	\$ 1,200.00
Asphalt Composite	Ton	\$ 45.00	735	\$ 33,075.00	100	\$ 4,500.00
20' Fillet	SY	\$ 35.00	22	\$ 770.00	0	\$ -
25' Fillet	SY	\$ 35.00	101	\$ 3,535.00	101	\$ 3,535.00
30' Fillet	SY	\$ 35.00	37	\$ 1,295.00	0	\$ -
Approach	SY	\$ 35.00	48	\$ 1,680.00	48	\$ 1,680.00
Install Inlets	EA	\$ 5,000.00	5	\$ 25,000.00	5	\$ 25,000.00
Install C & G	LF	\$ 12.50	1500	\$ 18,750.00	1500	\$ 18,750.00
Install Cushion	Ton	\$ 14.00	148	\$ 2,072.00	95	\$ 1,330.00
Install Sidewalk	SF	\$ 3.00	12000	\$ 36,000.00	7500	\$ 22,500.00
Install Blvd. Paving	SF	\$ 3.50	4500	\$ 15,750.00	4500	\$ 15,750.00
Seed, Fert., Mulch	SY	\$ 1.00	1850	\$ 1,850.00	850	\$ 850.00
Pavement Marking	LF	\$ 2.00	3000	\$ 6,000.00	0	\$ -
Miscellaneous	LS	LS	1	\$ 38,500.00	1	\$ 16,000.00
Subtotal				\$ 312,427.00		\$ 207,970.00
Contingency				\$ 62,485.40		\$ 41,594.00
Total Cost				\$ 374,912.40		\$ 249,564.00
Estimated Total Cost				\$ 375,000.00		\$ 250,000.00

2/15/2000 khs

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Misc Real Est
Lisa Webster



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CATRON BLVD. / BENDT PROPERTY

INFRASTRUCTURE CONTRIBUTIONS		QUANTITY	UNIT COST	TOTAL
ITEM				
DRAINAGE				
METERING DAM SIZE = 50 ACRE-FEET				
GRADING & EMBANKMENT, LS	1	\$ 120,000.00	\$	120,000.00
OUTLET STRUCTURES, LS	1	\$ 90,000.00	\$	90,000.00
CHANNEL PROTECTION, LS	1	\$ 40,000.00	\$	40,000.00
LAND COST ACRES	6	\$ 12,000.00	\$	72,000.00
ENGINEERING, LS	1	\$ 30,000.00	\$	30,000.00
TOTAL PROJECT COST			\$	352,000.00
CONTINGENCIES @ 20%			\$	70,400.00
TOTAL PROJECT COST			\$	422,400.00